

**10. PET POLICY VIOLATIONS**

If a pet or Assistance Animal causes harm to any person that cannot be immediately eliminated or mitigated, the pet's owner will be required to permanently remove the pet from the unit within twenty-four (24) hours of written notice from MPHA and provide verifiable proof of where the animal resides. Said pet owner may also be subject to termination of his or her dwelling lease.

**PART XVIII****RENT COLLECTION POLICY****1. RENT**

- A. Rent is due and payable in full on or before the first of each month. Tenant shall mail a check or money order using the return envelope provided with the bottom portion of the statement. Tenant should not mail cash.
- B. Retroactive Rent is Rent and is due and collectable 30 days after MPHA gives written notice to the Tenant of the amount of Retroactive Rent that is owed, unless the Tenant and MPHA sign a lease addendum in the form of a Formal Repayment Agreement.
- C. If the Tenant does not pay the Rent; MPHA will mail a notice of lease termination to the Tenant on or around the 14<sup>th</sup> day of the month. Tenant shall pay all Rent that is owed. Also, Tenant must pay ALL Rent owed by cashier's check or money order at MPHA's Rent Collections Department. MPHA's acceptance of a partial payment of Rent, is not a waiver of MPHA's right to terminate the lease for cause or non-payment of Rent.

**2. COURT EVICTION ACTIONS**

- A. If the Tenant does not pay the Rent by the date stated on the lease termination notice; MPHA will file an Eviction Action in court for the Rent owed at the time of the filing. The court will hold an Eviction Action hearing and may issue a Writ of Recovery to recover the premises within 24 hours of the court's decision.
- B. After MPHA files an Eviction Action, the Tenant must pay all Rent that is owing, the court filing fee and the fee for serving the Eviction Action, and other awarded fees or costs. The failure to timely pay Court Ordered Fees or costs is grounds to evict.
- C. In an Eviction Action MPHA in its sole discretion may permit a tenant who is otherwise lease compliant, to sign a court approved settlement agreement to pay all Rent that is due and owing and all court, filing and service fees or other awarded fees and costs (fees). For purpose of this Part lease non-compliance may be shown by a written warning of a lease violation from MPHA within the last 180 days or a pending or unresolved lease termination notice for cause.
- D. Tenants who are not otherwise lease compliant or who had two prior eviction actions for non-payment of Rent in the last 24 months must pay all rent and fees within eight calendar days of the court hearing.

- E. MPHA may terminate the Lease for cause when a Tenant has had two valid Eviction Actions for non-payment of Rent within four consecutive months or of three valid Eviction Actions for non-payment of Rent in 12 consecutive months. In these Lease terminations, the Tenant may not cure the lease termination or the resulting eviction by paying the Rent or fees. However, if the Tenant is evicted, Tenant will owe the Rent and fees to MPHA.
- F. After MPHA obtains a Writ of Recovery, the Tenant may cure the Eviction Action by obtaining a court order to quash the Writ as permitted by law and regulation. MPHA may permit a Tenant who is otherwise lease compliant, to cure the Eviction Action by paying all Rent and court filing, service and sheriff fees and other court awarded fees and costs that are owing. Even if the court issues an order quashing the Writ, the Tenant is obligated to pay the amount owed, unless the court orders otherwise.

### 3. LEASE ADDENDUM AND REPAYMENT AGREEMENTS FOR RETROACTIVE RENT

- A. MPHA will mail or deliver a Retroactive Rent Lease Addendum to the Tenant or the Tenant's unit.
- B. If a Tenant disputes the amount of Retroactive (Retro) Rent, MPHA will offer an Informal Settlement Conferences. Before MPHA will schedule a Formal Hearing, MPHA may require the Tenant pay the amount of Rent not in dispute as of the first of the preceding month. The Rent may include Monthly or Retroactive Rent that was due in the preceding month. See 24 C.F.R § 966.55 (e)(1).
- C. Retro Rent Repayment Agreement
  - 1) MPHA will include all Retro Rent due and owing in determining the threshold of \$5000
  - 2) MPHA will not offer a repayment agreement if the amount of Retro Rent is \$5000 or more and is due in part or in total to Tenant's conduct. If the Retro Rent is not timely paid, MPHA will terminate the lease for non-payment of Rent.
  - 3) If the amount of Retro Rent is \$5000 or more and is due in part or in total to Tenant's conduct, MPHA will terminate the lease for cause regardless of whether the Retro Rent is paid. Cause may include but is not limited to when The Tenant: i) did not report or under reported the income; ii) provided incomplete or inaccurate information or misrepresented any information on an income-reporting document; or iii) did not inform MPHA in writing that the amount of income on the lease addendum was incorrect.
  - 4) If a Tenant owes less than \$5000 in Retro Rent or owes any amount through no fault of the Tenant, MPHA may offer a Retro Rent repayment agreement to the Tenant. If the Tenant does not sign a Formal Repayment Agreement within 30 days after the Retro Rent is due, MPHA will terminate the lease for non-payment of Rent.
  - 5) The repayment agreement may not exceed 24 months without the approval of the Managing Director of Low Income Public Housing
  - 6) The Formal Repayment Agreement shall state:
    - a) reference the section(s) in the lease which were violated and that the Tenant may be subject to a termination of tenancy;
    - b) that the Retro Rent is in addition to the Monthly Rent;

- c) that the terms of the agreement may be renegotiated if there has been a 25% decrease or increase in the Tenant Family's income;
- d) that a late or missed payment is a default of the agreement and may result in termination of tenancy;
- e) that all payments shall be rounded to the nearest dollar. The last payment should be the remaining balance on the agreement; and
- f) that if applicable Minimum Rent Tenants shall pay the greater of \$25 per month or 10% of the Total Tenant Payment that the Tenant should have paid at the time the income was earned.

#### **4. REVENUE RECAPTURE NOTICE AND HEARING**

- A. Under the Revenue Recapture Act (Minnesota Chapter 270A or as amended) MPHA may collect a debt owed by a former Tenant and set off against the Tenant's state income tax refund or property tax credit or refund or lottery prizes under Minn. Stat. §349A.08 or as otherwise provided by law. This section is intended to comply with the notice and hearing requirements of the Revenue Recapture Act.
- B. NOTICE TO FORMER TENANT
  - 1) Within five days after MPHA has notified the Commissioner of the Minnesota Department of Revenue under Minn. Stat. §270A.07 subd. 1 MPHA will mail a notice to the Tenant stating that MPHA has right to offset a debt owed by the Tenant from the Commissioner.
  - 2) If the letter is returned to MPHA as undeliverable or if MPHA believes the Tenant did not receive the notice or that it does not have a current address, MPHA will obtain the last known address from the Commissioner and resend the notice if MPHA continues to pursue the claim.
  - 3) The notice will state the basis for MPHA's claim, the dates the debt was incurred and that MPHA intends to request a set off of the refund against the debt.
  - 4) The notice will state that: 1) the debt can be set off against the refund unless the time period allowed by law for the collecting the debt has expired; 2) the Tenant may be exempt from the Revenue Recapture Program, if the Tenant was receiving food support, transitional child care or transitional medical assistance at the time of recapture; and 3) the Tenant has the opportunity to request hearing to contest the validity of the claim and whether proper notice was given.
  - 5) The notice will state that MPHA must receive a written request for the hearing within 45 days of the mailing date of the original notice or resent notice.
  - 6) The 45 days does not run until the Tenant has received the notice. The Tenant has the burden to showing no notice.
- C. SCHEDULING OF THE HEARING

If Tenant timely requests a hearing, MPHA will mail within 10 days from receipt of the request a letter stating the time, date, place and include the Fair Hearing and Due Process information listed below.

D. SELECTION OF HEARING PANEL

The Hearing Panel will be three persons appointed by MPHA. A Panel member shall be impartial and shall not be a person or subordinate of the person who was the Tenant's Asset Operations Manager. If a Panel member knows of or has information about the Tenant the member must excuse their self. The hearing will continue with two officers or rescheduled at Tenant's request.

E. FAIR HEARING AND DUE PROCESS (See Hearing Rules Appendix K)

- 1) At least two working days prior to the day of the hearing, the Tenant may request the opportunity to review any MPHA documents, records or regulations that are relevant to the hearing. The review may not occur on the day of the hearing. The Tenant may request a copy of any such document at the Tenant's expense.
- 2) The Tenant may at their expense select an attorney or other person to be their representative at the hearing who may make statements, present evidence and question witnesses at the hearing.
- 3) The hearing shall be private.
- 4) The Tenant may present relevant evidence or witnesses to support their position and to controvert MPHA's evidence, and may cross-examine MPHA's witnesses.

F. HEARING PROCEDURES

- 1) If the Tenant fails to appear at a scheduled hearing, the Panel may postpone the hearing the hearing or may decide that the Tenant has waived the right to attend the hearing. If the Panel determines that the Tenant has waived the right to a hearing, the Panel will issue a decision based upon the evidence presented by MPHA.
- 2) The Tenant has the burden to show that the Tenant was receiving food support, transitional child care or transitional medical assistance at the time of recapture.
- 3) MPHA has the burden to show that the Tenant owes the debt and has not paid the debt.
- 4) The hearing shall be informal, the rules of evidence do not apply, however oral and documentary evidence shall be relevant. The Panel is in charge of the hearing and shall require all participants to conduct themselves in an orderly fashion. The Panel may exclude any person, including the Tenant, who is disorderly.
- 5) Either party may make a record of the hearing at their own expense.

G. HEARING PANEL'S DECISION

- 1) The Panel shall prepare a written decision stating the reasons for the decision shall be based solely upon the evidence presented at the hearing.
- 2) MPHA in writing will notify the Tenant, MPHA's representative and the Minnesota Department of Revenue of the Panel's decision within 10 working days.

- 3) The Panel's decision will be binding on MPHA unless MPHA's Board of Commissioners determines that the decision is contrary to federal, state, or local law or ordinance, HUD regulation or the Annual Contributions Contract between HUD and MPHA.
- 4) The Board of Commissioners will review the matter within the next two Board Meetings. MPHA will notify the Tenant of the date of the Board review and will send the Board decision to the Tenant within ten days.
- 5) The Panel's decision is binding on the Tenant who may not request another hearing to contest the validity of the debt.
- 6) The Tenant may seek judicial review as provided by law.

#### H. ADMINISTRATIVE EXPENSE

MPHA shall provide the space and administrative services and funds for the Panel.

#### I. REASONABLE ACCOMMODATION AND VAWA REQUESTS

- 1) If the Tenant makes a reasonable accommodation or VAWA request at the hearing, the MPHA may reschedule the hearing to give MPHA an opportunity to respond to a request that is related to the reason for the hearing.
- 2) MPHA will notify the Tenant of the decision regarding the reasonable accommodation or VAWA request.
- 3) If the Tenant does not like MPHA's decision with regard to the reasonable accommodation or VAWA request, the Tenant may request review of the denial. The Tenant must request a hearing in writing within 10 working days from the time MPHA gives or mails the decision to the Tenant. The Panel will review the denial of the reasonable accommodation or VAWA request in addition to the validity of the debt.
- 4) The Tenant may not make a reasonable accommodation or VAWA request after the hearing has ended.

## PART XIX

### DEATH OF A TENANT VACATE

1. MPHA will attempt to contact the person(s) listed on the emergency contact form or HUD 92006 Supplement to Application for Federally Assisted Housing. Tenants complete this form at the initial lease signing and during the recertification process. MPHA will give unit keys only to the contact person(s) listed on the form or next-of-kin. MPHA reserves the right to change the unit locks or otherwise take measures to secure the unit upon the death of a resident.
2. Emergency Contact or next-of-kin must sign and comply with Intent to Vacate – Next of kin form, provided by MPHA.
3. If the unit is not vacated on the date agreed upon by the contact person MPHA will take possession and dispose of personal items left in the unit.